

Memorandum of Agreement

by and between the
New England Police Benevolent Association, Inc., Local 89,
and
The Town of Carver, Massachusetts

The Town of Carver ("the Town") and the New England Police Benevolent Association, Inc., ("Local 89") hereby agree to modify the collective bargaining agreement between the Town and Local 89, with the changes agreed to by the parties' negotiating teams and set forth below. This offer and Agreement shall be considered *off-the-record* until ratified by Local 89's membership and the Town. The bargaining teams shall sponsor and support such ratification

WHEREAS, the Town and the Union have reached an agreement;

NOW THEREFORE, in consideration of the mutual promises herein, the Union and the Town agree that the following changes will be incorporated into the collective bargaining agreement, subject to the required ratifications:

1. **ARTICLE XIII** Base Pay Rates

July 1, 2022 2% (FY 23)
July 1, 2023 2% (FY 24)
July 1, 2024 2% (FY 25)

2. **ARTICLE XIV** UNIFORM ALLOWANCE

Section 1 Clothing Allowance

Effective July 1, 2022 the amount shall increase to ~~nine hundred dollars (\$900.00)~~ *eleven hundred dollars (\$1100.00)*.

3. **ARTICLE XIX** – "Health and Welfare" – Amend as follows:

The Employer agrees to grandfather employees hired prior to ~~July 1, 2016~~ *July 1, 2021* and to *June 30, 2025* and supply those Employees through group insurance health and life insurance plans currently available to municipal employees, and further agrees to assume seventy-five percent (75%) of the cost of the plans.

For Employees hired on or after June 30, 2025, the Employer agrees to supply those Employees through group insurance health and life insurance plans currently available to municipal employees, and further agrees to assume sixty-five percent (65%) of the cost of the plans.

Add New Section: Any employee who chooses not to participate in the Employer's group health insurance benefit, shall receive an annual stipend of two-thousand dollars

(\$2,000.00) at the conclusion of the fiscal year, not to be included in the officer's base pay.

4. **ARTICLE XXIV DURATION**

Change the dates to read as follows:

This Agreement between the Employer and the Union will be in effect **July 1, 2022** and shall continue in full force and effect to and including Midnight **June 30, 2025**. During the successor contract negotiations, the terms of this agreement shall remain in full force and effect. Unless explicitly stated otherwise, all provisions of this agreement shall be effective upon the date of execution.

5. **ARTICLE XXXII *JUVENILE DETECTIVE* COMMUNITY SERVICE/SCHOOL RESOURCE OFFICER**

Revise current language

There shall be a position within the bargaining unit entitled ~~Community Service/School Resource Officer~~, *Juvenile Detective*/School Resource Officer which shall receive, in addition to the officer's regular compensation, ~~an annual stipend of two thousand seven hundred fifty dollars (\$2750.00)~~ *five thousand dollars (\$5,000.00)* which shall be added to the officer's base pay.

6. **ARTICLE XXXXIII – DETECTIVE SERGEANT**

There shall be a position within the bargaining unit titled Detective Sergeant, which shall receive, in addition to the officer's regular compensation, an annual stipend of ~~four thousand dollars (\$4,000.00)~~ *five thousand dollars (\$5,000.00)*, which shall be added to the officer's base pay. Assignment to this position shall be at the sole discretion of the Chief, and shall supersede the shift bid provisions of Article IV. Assignment to this position shall be for a period of three (3) years, at the conclusion of which, the incumbent shall have the right to reapply for the position (subject to the approval of the Chief) or to decline a new three (3) year assignment. In the event the incumbent declines a new three (3) year assignment, she/he shall be eligible to bid on any position subject to the shift bid provisions of Article IV. The Detective Sergeant shall be assigned to an administrative (five (5) and two (2)) work schedule, Monday through Friday, on the day tour and shall earn one (1) compensatory "administrative" day every three (3) weeks so assigned. The Detective Sergeant will be assigned a car and may take it home.

With respect to overtime, the Detective Sergeant shall be compensated at his/her applicable overtime rate for all hours worked outside of his/her regularly scheduled work hours.

7. **ARTICLE XXVIII – DETECTIVE POSITION**

There shall be a position within the bargaining unit ~~titled~~ Detective, which shall receive, in addition to the officer's regular compensation, an annual stipend of ~~four thousand dollars (\$4000.00)~~ *five thousand dollars (\$5,000.00)*, which shall be added to the officer's base pay.

8. **ARTICLE XXIX – ADMINSTATIVE SERGEANT/ACCREDITATION MANAGER**

There shall be a position within the bargaining unit **titled** Administrative Sergeant/Accreditation Manager, which shall receive, in addition to the officer's regular compensation, an annual stipend of ~~four thousand dollars (\$4000.00)~~ **five thousand dollars (\$5,000.00)**, which shall be added to the officer's base pay

9. ARTICLE XVII: EDUCATIONAL INCENTIVE

Section 2. *Revise language*

Effective July 1, 2022, Employees hired as full-time police officers by the town of Carver after August 1, 2012, shall be eligible for an educational incentive of four thousand dollars (\$4,000.00) in FY23, four thousand five hundred (\$4,500.00) in FY24, and five thousand dollars (\$5,000.00) in FY25, for an Associate's Degree in Law Enforcement; six thousand dollars (\$6,000.00) in FY23, six thousand five hundred (\$6,500.00) in FY24, and seven thousand dollars (\$7,000.00) in FY25, for a Bachelor's Degree in Law Enforcement; and seven thousand dollars (\$7,000.00) in FY23, seven thousand five hundred (\$7,500.00) in FY24, and eight thousand dollars (\$8,000.00) in FY25, for a Master's Degree in Law Enforcement; by an accredited college or university.

All eligibility criteria for MGL c. 41 §108L, shall be applicable to degrees for this benefit. Such pay shall be included in base/annual salary in computing sick pay, holiday pay, vacation pay, injured leave pay, overtime (in accordance with Article XIII herein) and other compensable leave, and shall be deemed and is regular compensation (defined by M.G.L. c31s1) for pension/retirement purposes to the extent allowed by law and shall be part of their weekly compensation.

Rescinding of Civil Service

The Union will not oppose and will support the Town's application to the Legislature of the Commonwealth of Massachusetts to exempt the Union's bargaining unit positions from G.L. c. 31, Civil Service. The warrant article to revoke Civil Service will be pursuant to the provisions of MGL c. 4 Section 4B of the Town's acceptance of the Civil Service laws (Chapter 31) for the regular or permanent members of the Carver Police Department. The parties acknowledge that Chapter 4, section 4B provides that revocation of Civil Service "shall not affect any contractual or Civil Service rights which have come into existence between the Town and any employee of the Police Department as a result of the original acceptance"

- *Upon ratification of this agreement and approval of Town Meeting to rescind from civil service, all members of the bargaining unit shall receive the following base pay increase:*
 - *FY23 1% (7/1/22)*
 - *FY24 1% (7/1/23)*
 - *FY25 1% (7/1/24)*
- *Add to Section 1 Article XIII- Wages- Amend Unit A as follows:*
 - *Grade 5 Patrol Officer service completed five (5) years*

Grade 6 Patrol Officer service completed ten (10) years

➤ *Add to Section 1 Article XIII- Wages- Amend Unit B as follows:*

Grade 1 Sergeant upon promotion

Grade 2 Sergeant service ~~five (5)~~ three (3) years as a permanent Sergeant

Grade 3 Sergeant service ~~ten (10)~~ five (5) years as a permanent Sergeant

Grade 4 Sergeant service ~~fifteen (15)~~ ten (10) years as a permanent Sergeant

Unit A Base Pay Rates FY 23-FY25

	FY23 (7/1/22)	FY24 (7/1/23)	FY25 (7/1/24)
COLA	2% + 1% C.S.	2% + 1% C.S.	2% + 1% C.S.
Patrol Officer 1 9M-	\$58,031.01	\$59,771.94	\$61,565.10
Patrol Officer 2 9M+	\$60,684.81	\$62,505.35	\$64,380.51
Patrol Officer 3 2+	\$63,335.97	\$65,236.05	\$67,193.13
Patrol Officer 4 3+	\$65,987.15	\$67,966.76	\$70,005.76
Patrol Officer 5 5+	\$68,244.94	\$70,292.29	\$72,401.06
Patrol Officer 6 10+	\$70,292.29	\$72,401.06	\$74,573.09

Unit B Base Pay Rates FY23-FY25

Yr 1	\$77,591.98	\$79,919.74	\$82,317.33
Yr 3	\$79,764.56	\$82,157.50	\$84,622.22
Yr 5	\$81,997.96	\$84,457.90	\$86,991.64
Yr 10	\$84,457.90	\$86,991.64	\$89,601.38

Add to Section 1 Article XIII- Wages- On the anniversary of the twenty-fifth (25th) year, the employee shall receive an additional five-hundred dollars (\$500.00) which shall be included in the officer's base pay.

1. **NEW ARTICLE- Retention of Civil Service Rights**

Add article to read as follows:

Shall not impair the civil service status of any police patrol officer or superior officer in the town of Carver. The employees covered by this Agreement who were appointed prior to this agreement to shall retain their Civil Service Rights now in effect and regulated by Chapters 13 and 31 of the General Laws of Massachusetts.

2. **NEW ARTICLE – Layoff & Recall**

Add to read as follows:

For purposes of this Article only, the term "Seniority" shall mean length of continuous service within the bargaining unit as define in Article XIX.

the least senior employee or employees shall be laid off first. **However, a disabled veteran shall be retained in employment in preference to all other persons, including veterans.** In any such case a five (5) days' advance notice of the contemplated layoff shall be given to the employee in writing; a copy of such notice shall also be given to the Union.

A laid-off employee shall have recall rights for a maximum period of five (5) years. Recall shall be in order of seniority with the employee with the highest level of seniority having first right of recall. Notice of recall shall be via certified mail to the employee's last known address. A recalled employee shall notify the Chief of Police within fourteen (14) calendar days of mailing of the recall notice of his or her intention to return to the Carver Police Department. Any person refusing or failing to exercise such recall opportunity within such fourteen (14) day period shall be deemed to have waived his or her right of recall permanently and absolutely. Employees must be available to work within twenty-one (21) calendar days of receiving notice in order to be eligible for recall. This requirement may be waived with the agreement of the Chief of Police. Prior to returning to work a recalled employee may be required to undergo a physical examination, physical abilities test or such other examination or investigation as the Chief of Police deems necessary and appropriate. If, based on the results of such examination or investigation, the Chief of Police rescinds the offer of recall he/she shall provide the employee with a written statement of his reasons for the rescission.

Laid off employees will be responsible for maintaining any required licenses or certifications, provided that laid off employees are allowed to attend department training sessions, if available at no cost to the employee or the Town. Laid off employees will be allowed to attend courses which involve a cost provided they pay their portion of the costs. Laid off employees, who are otherwise no longer employed by the Town in any capacity, shall sign a Release of All Claims arising from the training on a form provided by the Town as a condition of attendance of such Town-sponsored training sessions and/or courses. This form will indicate that the individual is participating on an unpaid voluntary basis and not as employees of the Town and, except in instances involving gross negligence on the part of the Town, they accept all risks associated with participation in the program.

3. New Article – Just Cause

Add to read as follows:

Employees will not be disciplined or discharged without “just cause”. An employee who has been disciplined or discharged may elect to appeal his/her discipline or discharge to binding arbitration in accordance with the grievance procedure of this Agreement and pursuant to the provisions of Section 8 of Chapter 150E; provided that, upon filing for arbitration, any such election will constitute a waiver of any right to appeal such matter to Civil Service.

4. NEW Article – Promotions

Add article to read as follows:

Promotions are based upon the merits of the candidates and their personal performance in the promotion process, and never on favoritism. A promotion is an investment in the future, not only for the department, but also for the employees who will be supervised and guided by the promoted member.

Policy

It is the policy of this department to recommend promotions based upon an employee's training, experience and merit. The Board of Selectman is the Appointing Authority. No employees will be denied promotion based upon any discriminatory criteria, including, but not limited to, race, creed, color, national origin, gender, gender identity, sexual orientation, parental status, veteran status, age, union activity, religion, political affiliation, handicap, or any other protected category. When a vacancy occurs within the Union, the Town shall fill the position within a reasonable amount of time from the date the position becomes vacant.

Procedures

Promotions of sworn personnel are processed under the direction of the Chief of Police. His/her duties shall include:

1. Posting written announcements of any scheduled promotional opportunities;
2. Coordinating with any companies or consultants contracted to participate in the promotion process;
3. Protecting the integrity of the promotional process by ensuring that all promotional materials, documents, scores, and completed evaluations are kept in a secure location; and will remain confidential to the extent provided through this agreement; and
4. Maintaining copies of active promotion lists.

Testing/Scoring Materials

Testing and scoring materials shall not be left unattended for any period of time. Materials not under the immediate and direct control of the Chief of Police shall be kept in a secure area approved by the Chief of Police. Promotional materials shall be retained by the Chief of Police for the officer's duration of employment. These include:

1. Interview questions and score sheets; and
2. Assessment Center questions, exercises, and other related materials.

Notice of a Promotional Process

The Chief or his/her designee shall advise all affected personnel of an upcoming promotional process no less than 120 days in advance of the assessment date by:

1. Immediately posting the notice in a prominent place within the police station;
2. Forwarding the notice to supervisors to be read at roll call; and
3. Forwarding an electronic copy through the department's email system.

Officers out for an extended illness or injury, on administrative or other leave, or on active military duty or otherwise not likely to receive notice shall be sent a copy of the assessment notice by email or first-class mail.

Eligibility

To be eligible for promotion to the rank of Sergeant the candidate must have at least three (3) full years as a Patrol Officer and at least one (1) full year with the Carver Police Department as of the assessment date.

To be eligible for promotion to the rank of Lieutenant the candidate must have three (3) full years as a Sergeant with the Carver Police Department as of the assessment date, unless there are not enough candidates applying for the rank of Lieutenant, then all Sergeants would be eligible.

Promotional Process

Promotions to the next higher rank shall be based on a written test and an assessment center evaluation. The percentages of the final score shall be 40% for written exam and 40% for the assessment center, and 20% for education and experience. [All veterans and employees with 25 years of credited service shall be awarded an additional 2 points added to their score.](#)

Assessment center evaluations will be given when determined by the Chief of Police, however all vacancies will be filled within a reasonable amount of time following the vacancy.

The Town will consult with the Union and determine the process for assessment centers and provide that to the Union in advance.

Assessment results are valid for one promotional process following the assessment unless otherwise agreed by the parties, but no eligibility list will exceed two (2) years from the date of the assessment.

One (1) Union representative may attend the assessment center for observational purposes, pursuant to the reasonable guidelines established by the organization conducting the assessment center. If available, videotapes of the assessment center may be reviewed by a team of representatives of the Town and Union solely for the purposes of an appeal process.

In the interest of career development, the Chief of Police shall make every effort to meet with candidates once the promotional process is complete for purposes of providing feedback to candidates. To the extent possible, assessment center representatives will debrief the candidates regarding their performance in the promotional processes.

Candidate Selection

The Chief of Police shall make a written recommendation for promotion from the list of eligible candidates based on the following criteria:

1. Job related experience, including veteran status;
2. Results of Assessment Center and written exam;
3. Sick Leave record;
4. Formal education and training;
5. Disciplinary record of the employee;
6. Work ethic and initiative.

Final Selection

The Board of Selectman is the appointing authority and shall determine the final selection of a candidate for promotion. The parties agree that the Union shall have the right to grieve and arbitrate alleged violations of the Promotion Procedure, provided that any grievance cannot challenge any written exam question, any question or any question asked during interviews throughout the promotional process. No individual who is not a member of the bargaining unit shall have the right to grieve any aspect of the Promotion Procedure. No individual shall have the right to arbitrate alleged violations of the Procedure without the approval of the Union. The arbitrator will not have the right to order a particular candidate to be promoted but will have the right to have the promotional process re-done. The Board of Selectman's decision on promotion will stand until the new promotional process is complete. If the officer who was originally promoted is not selected after the new promotional process, he/she shall be returned to the previous rank held.

The union, however, reserves the right to file grievances and demand arbitration in the normal course which relate to the contractual promotional process and which affect the whole bargaining unit (for example, alleged violations of the promotional process, etc.). All grievances under this promotional process will start at Step II.

The Town, in applying the $2n + 1$ formula, may choose from any of the eligible candidates; however, it will select the top-ranked candidate absent reasonable justification, which shall be provided in writing, and provided to the non-selected candidate who is bypassed. Reasonable justification shall be defined as it is pursuant to GL c. 31. Bypassed candidates may appeal such decisions pursuant to the grievance and arbitration provision of the CBA.

HOUSEKEEPING: *Upon mutual agreement of the rescinding of Civil Service, the following articles shall require alteration or deletion*

- **ARTICLE I** BARGAINING UNIT In accordance with the decision of the Massachusetts Labor Relations Commission, case No.MCR-3790, Unit A and Unit B, the Town of Carver hereby recognizes the Union as the exclusive Collective Bargaining Agent for the purposes

of negotiations, relative to wages, hours and working conditions in Unit A for "all regular police officers who have successfully completed an approved M.C.J.T.C. training academy." and unit B for all the regular permanent police sergeants under civil service, but excluding the Chief and all other employees. The employer shall not aid or abet, promote or finance, encourage or deal with any other labor group, organization or individual which purports to engage in collective bargaining for employees covered by this agreement or make any agreement with any such group which deals with or concerns the Carver Police Department, except as permitted by law. Employer will not assign and or allow others to perform Bargaining Unit work. Upon completion of their probationary period bargaining unit members shall receive creditable service for the purpose of calculating prospective contractual benefits (e.g., seniority, vacation entitlements, longevity, etc.) for the time spent attending a training academy prior to their admission into the bargaining unit."

○ **ARTICLE IV SENIORITY-**

C. Seniority for Sergeants shall mean an employee's length of continuous service with the Town, commencing from the date as a permanent certified Sergeant. When more than one certified permanent Sergeant is appointed on the same day from the same civil service list, seniority shall be determined by the employee's respective position on that civil service list. A seniority list shall be established and posted in a conspicuous place within the police station. This list shall be furnished annually July 1st by the employer and updated upon written request by the union. Seniority shall not be affected by vacations, sick leave, military leave, injury time sustained in the line of duty, unlawful suspension or any other leave of absence agreed upon between the employer and employee, Badge numbers shall be assigned with the lowest number to the most senior employee.

○ **ARTICLE IV SENIORITY NEW RECRUITS**

7. If after completing the three (3) month break in period, the new officer has not received a release to work alone by all the Sergeants and the Chief, the officer will remain assigned with a veteran officer and continue to receive training. This officer's work performance will be monitored and reviewed during his/her first years' probation for continued employment allowing for all the rights and concessions under Civil Service

○ **ARTICLE XV JOB SECURITY**

Any disciplinary action taken against an employee for any reason shall be stated in writing to the employee to allow him to prepare a defense. Sufficient time, other than working hours, shall be granted said employee for this purpose. The employee shall have the right to be represented by counsel of his choosing at any hearing conducted by the Employer. The Union reserves the right to be present at said hearings and to assist the Employee in his defense.' Any disciplinary action instituted against an employee shall be in compliance with the provisions of G.L.c.31. An appeal of the imposition of a disciplinary action shall be either to the Civil Service Commission or to arbitration by the way of the grievance procedure but not both.

○ **ARTICLE XX LEAVES OF ABSENCE**

Leaves of absence shall be granted for the following reasons, but not limited to those listed:

- A. Military leave of absence with full pay not to exceed seventeen (17) calendar days per fiscal year.
- B. Leave of absence with full pay for authorized schooling.
- C. The Town and Union agree to add The Federal Health Care bill and abide by Civil Service rules for leaves of absence.
- D. Members of the Bargaining Unit who are required to appear for jury duty in a state or Federal Court, if they are required to work on that day (whether on a night or day shift), shall, for the duration of said jury duty, be considered temporarily transferred to the day shift, and said jury duty shall be considered their work assignment for the days in question. Employees shall not be entitled to overtime compensation for jury duty regardless of the length of service. No employee shall be entitled to additional compensation in the event jury service falls on the employee's day(s) off. No employee shall lose the night differential as a result of a temporary re-assignment for jury duty.

○ **ARTICLE XXIII GRIEVANCE PROCEDURE**

Any grievance filed under the provisions of this Article which is the subject of an appeal before any administrative agency, including the Civil Service Commission, Labor Relations Commission and the Massachusetts Commission Against Discrimination, shall not be entitled to proceed to arbitration (Step 4) hereunder.

For any promotional bypass grievances filed pursuant to Article XXIII, (so-called "bypass appeals") such appeals must be filed within 60 days (civil service standard) of the notice of bypass; and will proceed directly to arbitration without the need to be presented at the initial steps of the grievance process. In such matters, individual bargaining unit members have the right to demand and process appeals to arbitration, and in doing so will be responsible for their own expenses and counsel fees, and also will be solely responsible for sharing the arbitration fees with the Town. This is consistent with the long standing practice of the Union not to represent members in Civil Service Bypass appeals, and this provision is designed to allow members the right, in the absence of a civil service appeal, to due process in promotions.

- **ARTICLE XXXIII PROMOTIONS** All permanent advancement in rank shall be made on the basis of Civil Service law and rules.
- *The Chief reserves the right to issue discipline consistent with the rules and regulations under civil service law. Any discipline imposed greater than five (5) days shall be determined by the appointing authority.*

This Agreement is subject to ratification by the Town of Carver Board of Selectmen and by New England Police Benevolent Association, Inc, Local 89 and to appropriation by Town Meeting. This Agreement shall not be implemented unless the parties have ratified and fully executed the Agreement.

This Agreement has been duly executed by authorized representatives of the Town of Carver and by New England Police Benevolent Association, Inc., Local 89

IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this

Memorandum of Agreement on this: 16th day of November, 2021.

TOWN OF CARVER,
By its Bargaining Team,
duly authorized,

NEW ENGLAND POLICE BENEVOLENT
ASSOCIATION, LOCAL 89,
By its Bargaining Team, duly authorized,

For the Town of Carver

For the Carver Police Union

















